

This DEED OF SALE is made on this day of ...../...../2023 of the Christian Era.

BETWEEN

**DEVANSHI CONSTRUCTIONS** through its Authorised Partner **Hitendra Kumar Singh** son of Sri Chandrika Singh, by faith – Hindu, by occupation- Business, resident of Village Gari Hotwar, P. S. - Sadar, District - Ranchi ( Jharkhand ) **PAN AWWPS0155N** hereinafter called the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-i-interest and permitted assignees (hereinafter referred to as “DEVELOPER) of the First part;

AND

Mrs. .... W/O..... by Faith  
..... by caste ..... by Occupation.....  
(her PAN Nr:..... U.I.D Nr:  
..... Mobile Nr:.....) residing  
at.....,  
P.S. an Indian Citizen, (hereinafter referred as “PURCHASER”) of the Second part;

The term and expression “VENDORS/LANDOWNERS” and “PURCHASER” shall, unless repugnant to the context or excluded by these presents, mean and include, their respective heirs, legal representatives, executors, administrators, successors, and assigns and the term “DEVELOPER/CONFIRMING PARTY” shall, unless repugnant to the context or exclude by these presents, mean and include its successors in interest and assigns.

Whereas, the LANDOWNER/S are seized and possessed of and /or otherwise is well and sufficiently entitled to all that piece and parcel of land revisional survey Khata no: 1, Plot No: 146, Thana No: 194 Ward No. 6, District Ranchi within state of Jharkhand (hereinafter referred to as “the said land”) more fully and particularly described in the First Schedule below;

1. WHEREAS the OWNER and the DEVELOPER do hereby declare before the PURCHASER as follows:-

- (i) That **(1) Kavita Singh, (2) Ravi Shankar Singh and Shahsi Shankar Singh (“Owners”)** is the absolute and lawful Owners and is in peaceful physical possession over land measuring an area of 9.91 Decimal more or less being Page 2 of 26 portion of R.S. Plot No.- 146, Sub-Plot no. 146/D under R.S. Khata No.-1 & land measuring 8.26 Decimal more or less being portion of R.S. Plot No.- 146, Sub-Plot no. 146/C-1 under R.S. Khata No.-1 total land measuring 18.17 Decimal more or less situated at Village - Gari, P.S. Ranchi now P.S. Sadar, P.S. No. 194, District - Ranchi corresponding to Holding No. 0060003563000A2 & Holding No. 0060003564000A1 within New ward No. 6 of Ranchi Municipal Corporation, more fully described in the FIRST SCHEDULE hereto, hereinafter referred to as the “SAID PREMISES”. The “SAID PREMISES” is free from all encumbrances, whatsoever and the “FIRST PART” is having marketable and saleable right, title and interest on and over the said premises.
- (ii) The Owner on **7<sup>th</sup> day of February 2022** registered as Document No. **2022/RAN/898/BK1/783, Book No – BK1, Volume No – 101, Page 387 to 526**, at the office of the **Sub-Registrar Ranchi** fully described in the “first schedule” on the terms and conditions and at a consideration as mentioned therein.
- (iii) The Owner through the Developer applied for sanction of multi-storied building in one block before Ranchi Municipal Corporation Authority in Building Plan Case No. **RMC/BP/0925/W06/2021** dated **3/12/2021** Issued Via **Memo no. RMC/BP/1518/W06/2021, Date 24/02/2022** and the multi-storey building plan was sanctioned by the competent Authority.
- (iv) The construction of multi-storied building SHRI GOSWAMI ENCLAVE have been undertaken by the Developer as per plan sanctioned by Ranchi Municipal Corporation (in short R.M.C) and as per the Building By-Laws of R.M.C. and /or norms, modifications if any made from time to time.

- (v) Whereas plan has been sanctioned by RMC for construction of multistoried buildings G+4 (upper floors) for residential purpose comprising of residential flats spread over in Ground plus four floors whereas Ground floor will be used as Parking space with covered areas, staircase and common parts, etc.

## 1. AND WHEREAS

Relying upon the aforesaid representation of the Owner and the Developer and otherwise ON BEING FULLY SATISFIED about the title of the SAID PREMISES and after perusing and going through the plan sanctioned by R.M.C in Building Plan Case No. **RMC/BP/0925/W06/2021**, the PURCHASER has decided to purchase and/or acquire ALL THAT UNIT No. .... on the ..... Floor in SHRI GOSWAMI ENCLAVE more fully described in Part I of the FOURTH SCHEDULE and also ONE Car Parking space for medium size car more fully described in Part II of the Fourth Schedule hereto together with proportionate undivided share and interest in the said land of the said premises, forming part of the DEVELOPER ALLOCATION and has approached the Owner and Developer for the same. On negotiation and giving full assurances by the PURCHASER that he/she/it will not raise any objection of any nature whatsoever with regard to the right, title and interest of the Owner and /or with regard to the right of the Developer, the Owner and the Developer have agreed to sell and / or dispose of the unit described in the fourth schedule herein under to the Purchaser on the terms and conditions mentioned hereinafter.

## 2. NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED THAT:

1. The Owner and the Developer hereby agree to allot the purchaser for purchase of unit, more fully described in Part I and Part II of the FOURTH SCHEDULE hereto, free from all encumbrances, whatsoever, at and for a total consideration mentioned in PART-I OF THE FIFTH SCHEDULE hereto to be paid by the purchaser to the Developer in the manner mentioned in PART – II OF THE FIFTH SCHEDULE hereto.

2. Upon payment of entire consideration mentioned and stated in Clause -1 hereinabove the allotment of the unit as aforesaid in favor of the purchaser or his nominee shall be completed. Possession shall be delivered and the Developer shall execute and register necessary conveyance and /or transfer as may be desired by the purchaser where the Owner will also join either as vendor or as confirming party and thereby pass clear and marketable title in respect of the unit to the purchaser or his nominee.

3. It is hereby made clear that the consideration mentioned in Part I of the FIFTH SCHEDULE hereto is for the RERA built-up-area mentioned in Part I of the FOURTH

SCHEDULE. As the construction, of the Multistoried Building is completed, the RERA built-up area of the unit will be measured and in case of variation in the area to that of the area mentioned in Part I of the FOURTH SCHEDULE, then the consideration amount will also be varied accordingly and proportionately by taking into consideration the built-up area mentioned in part I of the FOURTH SCHEDULE hereto and the consideration amount mentioned in Part I of the Fifth Schedule hereto. Such increase and decrease, if any, in consideration amount will be paid or adjusted at the time of delivery of the unit.

The decision of the architect/surveyor in the matter of measurement of built-up area of the unit shall be FINAL and BINDING upon the purchaser.

4. In addition to the consideration amount mentioned in Clause 1 above, the purchaser shall also pay to the Developer increased expenses incurred by the Developer due to any variation or extra work over those mentioned in the SECOND SCHEDULE hereto at the request of the purchaser beside the charges mentioned in SECOND SCHEDULE PART – II.

5. The purchaser shall bear and pay electric connection charges, electric deposit, legal expenses, stamp duty, registration charges and all other taxes, levies including goods and service tax, cess, education cess, sales tax, works contract tax and /or tax, surcharge, etc. of any nomenclature which will be levied or leviable, miscellaneous and other expenses in respect of all documents and papers and for effecting sale of the unit to the purchaser.

6. The Developer shall take all endeavors to construct, complete and make tenantable the unit more fully described in Part I of the FOURTH SCHEDULE according to the specification and facilities mentioned in the SECOND SCHEDULE and as per the sanctioned plan subject to permissible variation, if any, occurs.

7. The Developer shall allow the purchaser to inspect the unit at the time of construction, provided however that, the Purchaser has to give 24 hours prior notice in writing to the Developer for such inspection.

8. The Developer will complete construction of the unit and deliver possession thereof by December 2023 subject to the PURCHASER fulfillment of all terms and conditions including making payment as per payment schedule of this agreement and time in this regard shall be essence of this contract.

9. The aforesaid time of completion shall stand extended if the same is delayed due to changes made in internal specification of the unit as per the direction of the purchaser and/or for any force majeure or for any reason beyond the control of the Developer.

10. The Owner and the Developer hereby guarantee and undertake that they will not create any charge, mortgages, liens and/or sale, transfer, conveyance and or enter into agreement with any other purchaser in respect of the said unit subject to the purchaser's fulfilling all terms, conditions and obligations of this agreement.

11. The purchaser shall be deemed to have taken possession of the unit upon expiry of fifteen days of service of notice for delivery of possession by the Developer to the purchaser (hereinafter called the date of possession) irrespective of the date when the purchaser takes actual physical possession of the unit but such notice of possession shall be issued by the Developer to the purchaser after complying with the PURCHASER obligation in terms of this agreement.

12. Simultaneously with the purchaser's making payment of the entire consideration money, the Owner and the Developer shall execute and register the conveyance and other documents for completing sale and/or transfer the unit in favor of the purchaser subject to payment of all charges, fee, stamp duty, stamp duty, expenses, legal expenses etc.

4. THE PURCHASER'S OBLIGATION: As from the date of possession

(i) THE PURCHASER COVENANTS:

(a) To co-operate with the Developer in the management and maintenance of the new building and/or premises and formation of the association/society/corporate body (hereinafter referred to as the maintenance organization) the Purchaser shall become the member of such maintenance organization and undertakes to pay the proportionate cost of formation, deposits, subscription and such fees, expenses and charges as may be levied. The Developer shall initially form the maintenance organization for two years and members for that period shall be selected or nominated by the Developer alone. The unit holder(s) shall not raise any objection to it and they are giving their consent herewith.

(b) To observe the rules and regulations, framed and / or to be framed from time to time by Maintenance Organization for the common purpose.

(c) On prior notice/information, to allow the Developer and their workmen to enter into the unit for completion, maintenance and for the common purposes.

- (d) To pay and bear the common expenses and other outgoings more fully described in the THIRD SCHEDULE hereto (hereinafter called the "common expenses") the corporate rates, rent and taxes, cess etc. and all other rates and outgoings relating to the new building and/or the said premises proportionately and for the unit.
- (e) Not to sale, let out or part with possession of the unit before giving intimation in writing to the Maintenance Organization regarding the full particulars of the intended occupant/purchaser.
- (f) To pay for electricity consumed and other utilities relating to the unit wholly and the common portions proportionately.
- (ii) The purchaser shall pay to the Developer the maintenance charges including common expenses as described in the THIRD SCHEDULE hereto from the date of possession proportionate cost on account of overhead expenses and /or service charges till such time the maintenance organization is formed by the Developer and till such time the Developer shall manage and carry on maintenance of the building.
- (iii) The purchaser shall regularly and punctually pay the maintenance charges, electricity charges, municipal taxes and other taxes and all other outgoing punctually and within the time to be specified by the Developer and/or maintenance organization and in case the purchaser fails and /or neglects to do so then the purchaser shall be liable to pay interest @0.5% per week on such sum to be calculated from the expiry of the date it becomes due upto the actual payment after handing over the same.
- (iv) The purchaser shall not allow or be allowed to keep any cattle or any other animal including pet animal.
- (v) Not to change the color of the window grill, balcony walls of outer side of balcony door.
- (vi) The Intending Purchaser agrees with the Developer that the Developer may make such variations and modification in the floor space as may be deemed necessary or may be required to be done by the Developer at the instance of the Government, Ranchi Municipal Corporation or any other Competent Authority.
- (vii) In case the purchaser fails to make the payment as mentioned in clause 1 and payment schedule of this agreement then in such event, the Developer shall be entitled to interest @ 1.5%

per month to be compounded monthly, on the amount due, to be calculated from the date it becomes due till the date of actual payment.

5. IT IS FURTHER MUTUALLY AGREED UPON BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- A. The open areas in the building as well as the portion including all open car parking spaces which are not required for egress to and/or ingress from the unit and /or the areas which do not form part of the common area of parts in terms of this agreement will be the joint property of the Owner and the Developer with absolute right to sell, transfer and /or otherwise dispose off or deal with the same or any part thereof. Notwithstanding the aforesaid, the purchaser shall in common with other occupiers of the building, have the right

in the common portions and common installation of the building, have the right in the common portions and common installation of the building without hindrances save and except the space reserved for other purposes.

It is hereby made clear that the purchaser(s) shall have no right on roof of the building. The Owner and the Developer shall have full right, title, interest and possession on roof except the areas required for general repair and maintenance including that of lifts and water supply.

- B. The purchaser will be at liberty to nominate and assign and transfer its right, interest and obligation under these presents and/or in respect of the unit to any person or persons and on such terms and conditions as the purchaser may deem fit and proper, provided however that before registration and execution of the conveyance in case the purchaser may deem fit and proper, provided however that before registration and execution of the conveyance in case the purchaser wants to nominate for transfer of his/her/their/it's right, interest and obligation in terms of this agreement then and in such event the purchaser shall be required to inform the Developer in writing 30 days prior to execution of the document and the purchaser shall make all payments to the Developer in terms of this agreement before making nomination for transfer of his/her/their right and interest in respect of this agreement or in respect of the unit hereby agreed to be sold.
- C. It is agreed, understood and declared that the Developer and Owner shall retain the roof right and may at its discretion make further construction as per RMC rule and/or sell the same to prospective PURCHASER at such price and such terms as it might decide/deem fit. It is also clearly understood and agreed by and between parties that the Developer shall be entitled to install hoarding, communication tower etc. on roof and/or in any part of the property or on the terrace so long as the means of access is available for approaching the water tanks and the lift room.
- D. Notwithstanding what is stated elsewhere in this agreement it is made absolutely clear that right title and interest of the purchaser is confined only to the unit and/or to the specific car parking space, if the same is allotted to the purchaser and the Owner and the DEVELOPER are entitled to sell and/or dispose of all other portions of the said building to any third party at their sole

discretion and to which the purchaser under any circumstances will not be entitled to raise any objection.

- E. The Developer shall provide all the available required documents (photocopies) to the purchaser(s) relating to the unit of the building in getting the loan sanctioned from financial institution/Bank.
- F. All disputes and differences between the parties hereto with regard to interpretation of this agreement and/or with regard to touching with and/or arising out with this agreement or with regard to the said unit will be settled amicably in a joint meeting between the parties and if not settled then the same will be referred to arbitration and the said arbitration will be covered by the provision contained in the Arbitration and Conciliation Act 1956.
- G. Any notice will be served by registered post with acknowledgement due card and/or by courier service to the address mentioned hereinbefore or the last informed address, shall be deemed to be validly served
- H. Court of Ranchi will alone have the jurisdiction in all legal matters arising out of or concerning this Transaction/Agreement.
- I. Under no circumstances the Developer shall give possession of the said flat to the Intending Purchaser until and unless all payments, deposits and dues required to be made under this Agreement by Intending Purchaser have been paid in full to the Developer. Subject as herein before stated and also subject to the terms contained in this Agreement, the possession of the said Flat shall be given by December 2023 subject to the availability of cement, steel or other building materials, or power connection from competent authorities, drainage connection provided. Further in the event of happening of any labour problem or any act of god such as earthquake, flood or any other natural calamity and / or war, restrictions by the Government, Ranchi Municipal Corporation or other Public Authorities or any cause beyond the control of the Builder, the Builder will not be Liable for any consequential delay and/or damages thereof.
- J. No interest shall be payable on deposits or payments made by the Intending Purchaser to the Developer on any account.
- K. If the Purchaser, at some point compels to withdraw from this Agreement he/she may do so with the consent of the Developer. The Developer will return the advance money after deducting 20% of the total amount paid up to that date, only after the said flat is booked by some other Purchaser.

This Agreement has been prepared in two copies, which are true and exact copies of each other. Both deemed to be original and one copy shall be retained by the Developer and another copy by the Purchaser.

THE FIRST SCHEDULE BELOW REFERRED TO

All that pieces and parcels of land measuring a total of 18.17 decimals more or less pertaining of R.S. Plot no 146 under Khata No. 1 situated at village – GARI, Thana no – 194, P.S. – Bariatu, District – Ranchi – (Jharkhand) as the entire property belonging to (1) Kavita Singh, (2) Ravi Shankar Singh and Shahsi Shankar Singh (“Owners”) is the absolute and lawful Owners and is in peaceful physical possession over land measuring an area of 9.91 Decimal more or less being Page 2 of 26 portion of R.S. Plot No.- 146, Sub-Plot no. 146/D under R.S. Khata No.-1 & land measuring 8.26 Decimal more or less being portion of R.S. Plot No.- 146, Sub-Plot no. 146/C-1 under R.S. Khata No.-1 total land measuring 18.17 Decimal more or less situated at Village - Gari, P.S. Ranchi now P.S. Sadar, P.S. No. 194, District - Ranchi corresponding to Holding No. 0060003563000A2 & Holding No. 0060003564000A1 within New ward No. 6 of Ranchi Municipal Corporation and which is Butted and bounded by:

North –  
South –  
East –  
West –

SECOND SCHEDULE

(Details of Flat being Sold)

All that the unit no ..... on ..... floor, having ..... sq. ft. of RERA carpet area more or less, RERA acknowledgement number ..... in SHRI GOSWAMI ENCLAVE the multi-storied and proportionate share in land of ..... sq. ft.

All that covered car parking space for one number of medium sized car in the Ground Floor. Flat unit .....in the ..... floor is butted and bounded by

North - .....  
South - .....  
East - .....

West - .....

THIRD SCHEDULE

Maintenance charge payable by the PURCHASER/S to the Building Maintenance Committee shall include the following proportionate charges:

1. All costs of Maintenance, operation, replacement, repairing, painting, decorating, redecorating, reconstruction, lightening etc. of the common portion of the building including the outer walls.
2. The salary and other payments of the person employed for the common purposes including Durban's security persons, sweepers, plumbers, electricians, workman etc.
3. Insurance premium if any for insuring the building.
4. All charges deposits, supplies of common utilities to the occupants in common.
5. Maintenance charge of roof ground, installation of generators, Electrical panels, Transformers etc.
6. Municipal Holding taxes, other taxes, levies and demands in respect of the premises and the building separately assessed on the PURCHASER.
7. Cost of allocation brought or defended in common for and on behalf of the occupants or on issue in which the occupants have common interest.
8. Cost of formation and operation of Building Maintenance Committee or Association.

PARTICULARS being furnished in case of Building/Flat

Whether kaccha or pucca : \_\_\_\_\_

If pucca, whether tile or reinforced concrete. : \_\_\_\_\_

No. of stories : \_\_\_\_\_

D.G : \_\_\_\_\_

Tiles : \_\_\_\_\_

Lift : \_\_\_\_\_

Window : \_\_\_\_\_

Door : \_\_\_\_\_

CP Fittings : \_\_\_\_\_

Sanitary Ware : \_\_\_\_\_

Grill and railing : \_\_\_\_\_

Area of Flat No..... in the ..... floor : \_\_\_\_\_

Year of Construction : \_\_\_\_\_

Electrical and other fittings in the flat : \_\_\_\_\_

Area in which the building is constructed : \_\_\_\_\_

If on rent, its annual rent. : \_\_\_\_\_

Memo of Consideration

Sl. No.	Cheque No.	Date	Amount	Bank
	TOTAL			

VALUATION FOR THE PURPOSE OF STAMP DUTIES &

REGISTRATION Value of Flat No. .... (..... Floor)

Area ..... Sqft.

Value of undivided proportionate share of land with one car parking

Area ..... Sqft.

In the pursuance of the above agreement and in consideration of sum of Rs. ....  
Only paid by the Purchaser to the Vendor. However, the present cost of the scheduled flat as per Govt.  
valuation comes to Rs. .... as such the stamp duty and registration fee is being paid on  
Rs. .... Only.

CERTIFICATE

It is certified that the land mentioned under the schedule does not come under the Govt. Land. The aforesaid land has not been acquired by any Govt. body such as CCL, BCCL, HEC or ECL etc. It is further certified that the said land is not a schedule tribe land or forest land and is free from ceiling, said land has not been given in Bhu-daan and does not fall under the land of Math, Mandir, Girija, Masjid, Gurudwara, Hargari, Sarna or Pahnai.

It is also certified that the above mentioned land is not Kaishar-e-Hind land, gairmajarua aam land, gairmajarua khaas land, forest/jungle land etc. It is also not the Khas Mahal, Khuntkatti, Sarna, Masna, Hargarhi, Fodder Scam, Land Scam, and it is also certified that the said land has not been mortgaged with any institution.

It is also certified that neither the executants belong to Scheduled Tribe or Scheduled Caste or Backward Classes within the definition of CNT Act nor the land mentioned above is subject matter of Section 46 or other sub clause of Section 46 of Chotanagpur Tenancy Act.

All the documents or statement present for registration have been presented voluntarily and are true. The onus of any discrepancy or wrong submission will be on the parties and that is Vendor who have appeared for registration of the document.

IN WITNESS WHERE OF the VENDOR have put their signatures in this deed on the day, month and the year first above written.

WITNESSES :

1. Signature of the VENDOR
  
2. Signature of the CONFIRMING PARTY
  
3. Signature, Photo and finger print of the PURCHASER

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Certified that the fingerprints of the left hand of each person whose photographs is affixed in the document has been obtained by me or before me.

Typed by: -

Drafted by :-